

<b>SOLICITATION/CONTRACT</b>				REQUISITION NUMBER <b>N66604-4236-015C</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-07</b>		PAGE 1 OF <b>33</b>	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: 050154, KANOFFCW											
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER <b>N66604-05-R-0154</b>		5. SOLICITATION TYPE SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/>		6. SOLICITATION ISSUE DATE <b>2004 NOV 22</b>			
7. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 591, Simonpietri Drive Newport, RI 02841-1708  KANOFFCW@npt.nuwc.navy.mil				CODE <b>N66604</b>		8. THIS ACQUISITION IS  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> UNRESTRICTED  <input type="checkbox"/> SET ASIDE: <b>100%</b> FOR  <input checked="" type="checkbox"/> SMALL BUSINESS </div> <div> <input type="checkbox"/> LABOR SURPLUS AREA CONCERNS  <input type="checkbox"/> COMBINED SMALL BUSINESS &amp; LABOR SURPLUS AREA CONCERNS  <input type="checkbox"/> OTHER: </div> </div> <div style="display: flex; justify-content: space-between;"> <div>NAICS CODE <b>541330</b></div> <div>SIZE STANDARD <b>\$20M</b></div> </div>					
9. <b>SOLICITATION:</b> SEALED OFFERS IN ORIGINAL AND <b>2</b> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <b>2004 DEC 22</b> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <b>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</b>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Engineering services in support of CBASS Builds 2 & 3											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY _____ CODE _____					
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____						PAS# _____ SCD _____					
TELEPHONE NO. _____ DUNS NO. _____ <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						14. PAYMENT WILL BE MADE BY _____ CODE _____  SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: <b>14</b>					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input checked="" type="checkbox"/> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C) <input type="checkbox"/>					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES					19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	(SEE PAGE 2)										
23. ACCOUNTING AND APPROPRIATION DATA									24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL ITEMS</b>					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)				DATE SIGNED		NAME OF CONTRACTING OFFICER				DATE SIGNED	
						C.W. KANOFF					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX  
STAMP  
HERE

TO:

Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 591, Simonpietri Drive  
Newport, RI 02841-1708

SOLICITATION NO. N66604-05-R-0154  
DATE AND LOCAL TIME 2004 DEC 22, 2:00 P.M.

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

**B10 SUPPLIES/SERVICES AND PRICES - FFP**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21.	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>0001</b>	<b>YEAR #1 - The contractor shall provide services as specified in the Statement of Work – Attachment #1 HEREIN</b>				
<b>0001AA</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Sonar/Signal Processing Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0001AB</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Weapon Control Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0001AC</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Sonar System Engineering Analysis</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0001AD</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Specifications Development / Updates</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0001AE</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Technical Interchange Meetings and Design Review Support</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002</b>	<b>YEAR #2 - The contractor shall provide services as specified in the Statement of Work – Attachment #1</b>				
<b>0002AA</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Sonar/Signal Processing Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002AB</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Weapon Control Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002AC</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Sonar System Engineering Analysis</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002AD</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Specifications Development / Updates</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002AE</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Technical Interchange Meetings and Design Review Support</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0003</b>	<b>YEAR #3 - The contractor shall provide services as specified in the Statement of Work – Attachment #1</b>				
<b>0003AA</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Sonar/Signal Processing Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0003AB</b>	<b>The contractor shall provide services as specified in the Statement of Work FOR: Weapon Control Subsystem Analysis and Design</b>	<b>1</b>	<b>JO</b>	<b>\$_____</b>	<b>\$_____</b>

0003AC	The contractor shall provide services as specified in the Statement of Work FOR: Sonar System Engineering Analysis	1	JO	\$ _____	\$ _____
0003AD	The contractor shall provide services as specified in the Statement of Work FOR: Specifications Development / Updates	1	JO	\$ _____	\$ _____
0003AE	The contractor shall provide services as specified in the Statement of Work FOR: Technical Interchange Meetings and Design Review Support	1	JO	\$ _____	\$ _____
0004	YEAR #4 – OPTION I - The contractor shall provide services as specified in the Statement of Work – Attachment #1				
0004AA	The contractor shall provide services as specified in the Statement of Work FOR: Sonar/Signal Processing Subsystem Analysis and Design	1	JO	\$ _____	\$ _____
0004AB	The contractor shall provide services as specified in the Statement of Work FOR: Weapon Control Subsystem Analysis and Design	1	JO	\$ _____	\$ _____
0004AC	The contractor shall provide services as specified in the Statement of Work FOR: Sonar System Engineering Analysis	1	JO	\$ _____	\$ _____
0004AD	The contractor shall provide services as specified in the Statement of Work FOR: Specifications Development / Updates	1	JO	\$ _____	\$ _____
0004AE	The contractor shall provide services as specified in the Statement of Work FOR: Technical Interchange Meetings and Design Review Support	1	JO	\$ _____	\$ _____
0005	Date per DD1423 – Exhibit “A”	1	LO	NSP	NSP

**B35 OFFERS FOR LESS THAN THE TOTAL QUANTITY**

Offers for less than the total quantity for all items specified are not desired and may be determined to be unacceptable.

**B42 OPTIONS**

The additional items of supplies or services available under the Options clause of this contract, the applicable Line Item, and the exercise dates are specified below:

<u>OPTION NO.</u>	<u>LINE ITEM NO.</u>	<u>EXERCISE DATE</u>
I	0004	2007 SEP 30

**SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT**

**C11 STATEMENT OF WORK**

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

## **C24 SECURITY REQUIREMENTS**

The Contractor shall comply with Attachment #3, DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

## **C25 ACCESS TO GOVERNMENT SITE (OCT 2003)**

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

## **C54 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## **SECTION D PACKAGING AND MARKING**

### **D10 MARKING OF REPORTS (SEP 2001)**

Some of the data deliverables under this contract may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

- Contractor Name and Business Address
- Contract Number (and order number when applicable)
- Contract (order, if applicable) dollar amount
- Whether the contract was competitively or non-competitively awarded
- Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

**D20 DELIVERY OF DATA (SEP 2001)**

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport  
Contract, Order, and ELIN Numbers  
Report Title  
Date of Report  
Contractor Name (division which generated the report)

**D24 PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**SECTION E INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)

**E14 INSPECTION AND ACCEPTANCE OF SERVICES**

The Contracting Officer's Representative (COR) or the Alternate COR, as evidenced by a signed Certificate of Final Acceptance (COFA) memorandum, shall perform inspection and acceptance of the services being furnished. The COFA shall be signed only by the COR or Alternate COR designated in clause G17.

**SECTION F DELIVERIES OR PERFORMANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)

**F18 DELIVERY AT DESTINATION (AUG 1999)**

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer  
Naval Undersea Warfare Center, Division Newport  
Naval Station Newport, Bldg. 47  
47 Chandler Street  
Newport, RI 02841-1708

**F21 COMPLETION DATE**

Services to be furnished hereunder shall be performed and completed by 30 Sep 2007 (Does not include OPTION I).

**F22 DELIVERY OF DATA (JUL 2001)**

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this contract. Any change in the delivery of data must be made by a formal contract modification.

**F30 PLACE OF PERFORMANCE (SEP 2001)**

- (a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed. These sites are likely to include, but are not limited to the following locations: \_\_\_\_
- (b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.
- (c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.
- (d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

**SECTION G CONTRACT ADMINISTRATION DATA**

**G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JAN 2004)**

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.
- (d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.
- (e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.
- (f) The address and telephone number of the Contracting Officer is:

**Name:** C.W. KANOFF

**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5911E  
Simonpietri Drive  
Newport, RI 02841-1708

**Telephone:** Commercial: 401-832-1486; DSN: 432-1486

**Email:** [KanoffCW@npt.nuwc.navy.mil](mailto:KanoffCW@npt.nuwc.navy.mil)

**G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)**

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.
- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

**G14 CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (APR 2003)**

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

**G16 NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (MAY 2001)**

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

**G17 COR APPOINTMENT**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this contract:

**COR:** Name: TBD Code: \_\_\_\_\_

**Mailing Address:** Naval Undersea Warfare Center Division, Newport  
1176 Howell Street  
Building: \_\_\_\_ Room: \_\_\_\_  
Newport, RI 02841-1708

**Telephone:** Commercial: (401) 832-\_\_\_\_; DSN: 432-\_\_\_\_

(b) The COR is responsible for those specific functions assigned in the Contract Administration Master Plan, or Contract Administration Plan as applicable, Attachment #4.

(c) Alternate COR. In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR.

**ALT.COR:** Name: \_\_\_\_\_ Code: \_\_\_\_\_

**Telephone:** Commercial: (401) 832-\_\_\_\_; DSN: 432-\_\_\_\_

(d) Only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor unless the PCO or ACO has issued a formal modification.

**G20 PERFORMANCE BASED PAYMENTS (JUN 2003)**

This contract authorizes performance based payments in accordance with clause I32-32, PERFORMANCE-BASED PAYMENTS (FEB 2002). The following table sets forth the schedule for performance based payments.

Applicable CLIN	Required Completion Date	Payment	Scheduled Funding Date
<b>0001</b>			
0001AA	2/28/05		Upon Contract Award
0001AB	5/27/05		1/21/05
0001AC	7/29/05		3/18/05
0001AD	9/30/05		3/18/05
0001AE	Multiple		Upon Contract Award
<b>0002</b>			
0002AA	2/27/06		11/14/05

0002AB	5/26/06		1/20/06
0002AC	7/31/06		3/17/06
0002AD	9/29/06		3/17/06
0002AE	Multiple		11/14/05
<b>0003</b>			
0003AA	2/27/07		11/17/06
0003AB	5/29/07		1/19/07
0003AC	7/30/07		3/16/07
0003AD	9/28/07		3/16/07
0003AE	Multiple		11/17/06
<b>0004</b>	<b>OPTION I</b>		
0004AA	2/27/08		11/16/07
0004AB	5/28/08		1/18/08
0004AC	7/30/08		3/14/08
0004AD	9/30/08		3/14/08
0004AE	Multiple		11/16/07

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H71 CONTROL OF TECHNICAL DATA (JUN 2002)

(a) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this contract. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Contracting Officer.

(b) All copies of CDRL items under this contract, regardless of distribution, shall be marked on the report cover with the following information:

- (1) Naval Undersea Warfare Center Division, Newport
- (2) Contract, Order, and ELIN Numbers
- (3) Report Title
- (4) Date of Report
- (5) Contractor (division which generated the report)

(c) Release of all technical data is subject to NUWC DIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).

## SECTION I CONTRACT CLAUSES

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(JUL 2004)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)

52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
52.204-7	CENTRAL CONTRACTOR REGISTRATION WITH DFARS 252.204-7004 (ALT A) (NOV 2003)	(OCT 2003)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	(AUG 1999)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	(OCT 1997)
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	(JUL 1997)
52.217-6	OPTION FOR INCREASED QUANTITY fill-in: See Clause B42 within ____.	(MAR 1989)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	(JUN 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(AUG 2003)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
252.223-7004	DRUG-FREE WORK FORCE	(SEP 1988)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JAN 2004)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	(APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
52.227-1	AUTHORIZATION AND CONSENT	(JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	(AUG 1996)
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS	(NOV 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	(JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	(MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	(SEP 1999)

252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-11	EXTRAS	(APR 1984)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	(JAN 2004)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
52.242-13	BANKRUPTCY	(JUL 1995)
252.242-7000	POSTAWARD CONFERENCE	(DEC 1991)
52.243-1	CHANGES - FIXED PRICE - ALT I (APR 1984)	(AUG 1987)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JUL 2004)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB 1997)
252.246-7001	WARRANTY OF DATA - ALT II (DEC 1991)	(DEC 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

### **I32-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the

status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**132-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (DFARS 252.232-7007) (AUG 1993)**

(a) Contract line item(s) 0001 through 0004 are incrementally funded. For these item(s), the sum of \$\_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent

period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing and ceiling prices where applicable) of the item(s) or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$0.00
See Clause G20 for schedule	

### **I32-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☒ a separate invoice for each activity designated to receive the supplies or services.  
☐ a consolidated invoice covering all shipments delivered under an individual order.



\_\_\_\_\_ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION J LIST OF ATTACHMENTS**

**J10 LIST OF ATTACHMENTS**

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
"A"	DD Form 1423, Contract Data Requirements List	2
<u>ATTACHMENT</u>		
1	Statement of Work	8
2	DD254 – Contract Security Classification Specification	3
3	JA4 - Contract Administration Master Plan	2

**SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF OFFERORS OR RESPONDENTS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)

**K16 OFFEROR DATA (JAN 2004)**

(a) The offeror shall identify the individuals that are authorized to negotiate on its behalf with the Government in connection with this solicitation:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	<u>E-mail address</u>
_____	_____	_____	_____
_____	_____	_____	_____

(b) Offerors shall provide the data requested below. Provide the data for each subcontractor exceeding \$100,000.

(1) Contractor Identification Data.

DUNS Number \_\_\_\_\_

CAGE Code \_\_\_\_\_

(2) Contractor Systems Approval Data. Explain any disapproval, or approval pending, etc. in the cost proposal.

(i) Accounting System (All contracts other than Firm Fixed Price)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Limitations \_\_\_\_\_

(ii) Cost Accounting Standards Disclosure Statement (Large Businesses Only)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Latest Revision of CASB \_\_\_\_\_

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

Potential Non-Compliances (As notified by ACO) \_\_\_\_\_

(iii) Purchasing System (See FAR 44.302)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(iv) Forward Pricing Rate Agreement (If Applicable)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(v) Facilities Clearance (Security) (If Required by DD Form 254)

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_ By \_\_\_\_\_

(3) Contract Administration Data. Identify the cognizant Defense Contracting Management (DCM) Agency and Defense Contract Audit Agency (DCAA) offices.

DCM Office \_\_\_\_\_

ACO (or POC) Name and Telephone \_\_\_\_\_

DCAA Office \_\_\_\_\_

Auditor (or POC) Name and Telephone \_\_\_\_\_

**K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

**K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (SEP 2004)**

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee

shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

**K15-6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of Owner and  
Operator of the Plant or Facility  
if other than offeror or respondent

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**K19-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

*“Service-disabled veteran-owned small business concern”* -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*"Veteran-owned small business concern"* means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern,"* means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.



**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K25-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES (DFARS 252.225-7003) (APR 2003)**

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
- (1) The offer exceeds \$10 million in value; and
  - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
    - (i) Exceeds \$500,000 in value; and
    - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
  - (2) Purchases; and
  - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K27-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be

awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)*****	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> DO rated order	(SEP 1990)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	(FEB 1993)
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	(JUN 1995)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	(OCT 1997)

### **L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)**

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

### **L3 PRE-AWARD POINT OF CONTACT**

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

### **L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED**

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

### **L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)**

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, G15, and G42

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

## **L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

## **L46 ELECTRONIC SUBMISSION OF COST DATA (APR 2002)**

(a) In addition to the requirements for hard copy proposals, offerors are encouraged to provide a summary of their cost proposal on electronic media using the NUWC Division, Newport Cost Analysis Spreadsheet. This will allow more rapid and accurate cost evaluations, diminishing the time between closing and award.

(b) The NUWC Division, Newport Cost Analysis Spreadsheet is a Microsoft EXCEL 97 Workbook. The file is available for download on the Internet at <http://www.npt.nuwc.navy.mil/contract/POC/analyst.asp> or will be furnished upon request. Requests may be faxed to 401-832-4820 or sent to: Commercial Acquisition Department, Building 11; Naval Undersea Warfare Center Division, Newport; Code 591 (P. Simone), Simonpietri Drive; Newport, RI 02841-1708.

(c) Electronic submission, if prepared, should be included with the offeror's proposal. Cost data may be submitted on other similar programs, but all files must be readable by Microsoft EXCEL 97 without loss of accuracy. Mark submittals with contractor name and RFP number. Submittals should be free of viruses and data unrelated to the proposal. Submittals will not be returned. Subcontractor submittals are encouraged, and may be sent directly to NUWC Division, Newport. Offerors whose cost accounting system does not easily reconcile with the NUWC Division, Newport Cost Analysis Spreadsheet may submit a variant that represents their system.

(d) The Government will limit data access with strict adherence to FAR 15.207.

(e) The Government will compare the electronic data with the data in the proposal; differences will be noted in negotiations. Written data submitted in the proposal shall take precedence over electronic data.

**L11-9000 NOTICE TO OFFERORS -- USE OF OZONE DEPLETING SUBSTANCES  
(NAPS 5252.211-9000) (AUG 1993)**

(a) In accordance with section 326 of Pub L. 102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

**Class I ODS Identified**

**Specification/Standard**

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

**L15-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1)  
(JAN 2004)**

(a) *Definitions.* As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L15-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)**

[Note: Alternate II is applicable if checked.]

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with other provisions in Section L of this solicitation.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**Alternate II (Oct 1997)**

\_\_\_ (c) When the proposal is submitted, also submit one copy each to: (1) the cognizant Administrative Contracting Officer, and (2) the cognizant Contract Auditor.

**L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Firm Fixed Price\_\_\_ contract resulting from this solicitation.



**L32-28A INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (FAR 52.232-28)  
(MAR 2000) - ALT I (MAR 2000)**

- (a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.
- (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
- (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
- (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
  - (2) The terms and conditions of the performance-based payments must --
    - (i) Comply with FAR 32.1004;
    - (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
    - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
  - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The offeror's proposal of performance-based payment financing shall include the following:
- (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).
  - (2) A listing of --
    - (i) The projected performance-based payment dates and the projected payment amounts; and
    - (ii) The projected delivery date and the projected payment amount.
  - (3) Information addressing the Contractor's investment in the contract.
- (e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.
- (f) The Government will adjust each proposed price to reflect the cost of providing the proposed performance-based payments to determine the total cost to the Government of that particular combination of price and performance-based financing. The government will make the adjustment using the procedure described in FAR 32.205(c).

**L33-2 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the issuing office indicated in Block 7 of the SF 1447.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L52-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION M EVALUATION FACTORS FOR AWARD**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF AWARD	(JUN 1988)

**M10 SINGLE AWARD**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

**M35 EVALUATION FOR AWARD - BEST VALUE (JUL 2001)**

(a) Award will be made to the responsible offeror whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing the difference in value of technical (non-cost) features of proposals with the difference in the cost to the Government. Offers will be evaluated on each of the following factors:

Personnel

Past Performance

Cost

(b) Personnel and Past Performance are equal in importance. When combined, Personnel and Past Performance are significantly more important than Cost. Although Cost is less important than the other factors in combination, it is important and will be seriously considered. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors, or when it is so significantly high as to diminish the value of the technical superiority to the Government.

(c) Personnel. The Government will evaluate the proposed personnel team to determine how well the team is suited to perform the Statement of Work. In addition, the Government will consider potential quality or service shortfalls as a result of:

(1) Unrealistically low labor rates or other costs

(2) Unbalanced distribution of uncompensated overtime among skill levels and its use in key technical positions.

(d) Past Performance. Past performance will be evaluated as an indicator of the offeror's expected future performance. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance are representative of the types of data that may be considered. The Government may contact points of contact listed in the offeror's proposal for the purpose of obtaining additional past performance information. The number of contacts, if any, will be determined by the Government at its discretion. Selection of contacts may be random.

(1) The Government may consider information concerning the offeror's past performance that is not contained in the proposal. This may include information furnished by points of contact not named in the proposal or information from other sources.

(2) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(e) Cost. The Government will evaluate proposed costs by performing a cost realism analysis as described in FAR 15.404-1(d). Material costs will be evaluated using the amounts shown in paragraph (d) of the provision in Section L entitled, Cost Proposal, plus applicable indirect costs.

(f) *This paragraph does not apply if the solicitation is conducted under the 8(a) program, or is set-aside for small business concerns. In addition, it applies only if the first two digits of the NAICS Code of this solicitation are 31, 32, 33, 54, 56, 61, or 62.* The Government will evaluate the participation of Small Disadvantaged Business (SDB) concerns in the contract. The Government may consider,

- (1) The extent to which SDB concerns are specifically identified;
- (2) The extent of commitment to use SDB concerns;
- (3) The complexity and variety of the work SDB concerns are to perform;
- (4) The realism of the proposal;
- (5) Past performance of offerors in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and
- (6) The extent of participation of SDB concerns in terms of the value of the total acquisition.

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(2 Data Items)</i>						<b>Form Approved</b> <b>OMB No. 0704-0188</b>	
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing the reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington DC, Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing contracting Officer for the Contract/PR No. Listed in Block E.							
<b>A. CONTRACT LINE ITEM NO.</b> 0005		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> <div style="display: flex; justify-content: space-around;"> <span>TDP</span> <span>TM</span> <span>OTHER <input checked="" type="checkbox"/></span> </div>			
<b>D. SYSTEM/ITEM</b> CBASS Phase II		<b>E. CONTRACT/PR NO.</b>		<b>F. CONTRACTOR</b> Paul Greenblat Consulting			
<b>1. DATA ITEM NO.</b> A001		<b>2. TITLE OF DATA ITEM</b> Technical Report – Study/Services			<b>3. SUBTITLE</b> Engineering Note Book		
<b>4. AUTHORITY (Date Acquisition Document No.)</b> DI-MISC-80508A		<b>5. CONTRACTING REFERENCE</b> SOW 4.1, 4.2, 4.3, and 4.5			<b>6. REQUIRING OFFICE</b> NUWC DIVNPT 8121		
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT REQUIRED</b> C		<b>10. FREQUENCY</b> R/ASR		<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16		<b>14. DISTRIBUTION</b>	
<b>16. REMARKS:</b> Block 4: Contractor Format Acceptable. Block 9: See Block 16 Addendum Attached. Block 10/12: Submit initial notes 30 DAC, update as required during contract performance. Block 12: Deliver final updated specification and documentation at EOC *Submit Electronic – See Block 16 Addendum Block 14b: Electronic Letter of transmittal to COR				<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
				Code 8121 Carrier		<div style="display: flex;"> <div style="width: 50px; text-align: center;">1</div> <div style="width: 50px; text-align: center;">*1</div> <div style="width: 50px; text-align: center;">0</div> </div>	
				<b>15. TOTAL</b>		<div style="display: flex;"> <div style="width: 50px; text-align: center;">0</div> <div style="width: 50px; text-align: center;">1</div> <div style="width: 50px; text-align: center;">0</div> </div>	
<b>1. DATA ITEM NO.</b> A002		<b>2. TITLE OF DATA ITEM</b> TECHNICAL DATA ASSESSMENT			<b>3. SUBTITLE</b> CBASS Development Effort Baseline		
<b>4. AUTHORITY (Date Acquisition Document No.)</b> DI-MISC-80734		<b>5. CONTRACTING REFERENCE</b> SOW 4.1, 4.2, 4.3, and 4.5			<b>6. REQUIRING OFFICE</b> NUWC DIVNPT 8121		
<b>7. DD 250 REQ</b> LT		<b>9. DIST STATEMENT REQUIRED</b> C		<b>10. FREQUENCY</b> R/ASR		<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b> N/A		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> N/A		<b>14. DISTRIBUTION</b>	
<b>16. REMARKS:</b> Block 4: Contractor Format Acceptable. Block 9: See Block 16 Addendum Attached. Block 10/12: Submit initial notes 30 DAC, update documentation as required during contract period of performance Block 12: Deliver final updates and documentation at EOC *Submit Electronic – See Block 16 Addendum Block 14b: Electronic Letter of transmittal to COR				<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
				Code 8121 Carrier		<div style="display: flex;"> <div style="width: 50px; text-align: center;">1</div> <div style="width: 50px; text-align: center;">*1</div> <div style="width: 50px; text-align: center;">0</div> </div>	
				<b>15. TOTAL</b>		<div style="display: flex;"> <div style="width: 50px; text-align: center;">1</div> <div style="width: 50px; text-align: center;">1</div> <div style="width: 50px; text-align: center;">0</div> </div>	
<b>G. PREPARED BY:</b> A. Carrier, Code 8121		<b>H. DATE</b> 10/28/04		<b>I. APPROVED BY</b> M. Merriwether		<b>J. DATE</b> 10/28/04	

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED  
TOTAL PRICE

**DD FORM 1423  
CONTRACT DATA REQUIREMENTS LIST**

**BLOCK 16 ADDENDUM**

***NOTE: USE ALSO OTHER DISTRIBUTION STATEMENT IF APPLICABLE***

The following "EXPORT CONTROL WARNING NOTICE" must be used in conjunction with DISTRIBUTION STATEMENTS identified

Block 16: Warning - This document contains technical data whose export is restricted by the Arms Export Control Act Title 22, U.S.C. Sec. 2751 et seq.) or the Export Administration Act of 1979; as amended, Title 50, U.S.C., App 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

The following Distribution Code applies to:  
CDRL A005 & A006

DISTRIBUTION STATEMENT B: Distribution authorized to U.S. government agencies only for financial/administrative use (date data generated). Requests for this document shall be referred to NUWC Division Newport, Code 8121

The following Distribution Code applies to all other data to be delivered: (CDRLs A001 through A004)

DISTRIBUTION STATEMENT C: Distribution authorized to U.S. government agencies and their contractors due to critical technology and potential operational use (date data generated). Other requests for this document shall be referred to NUWC Division Newport RI, Code 8121

**Electronic Delivery of Program Documentation**

All CDRLs, and program documentation identified shall be delivered via email, via STU III, or via Express Mail. Notification of the delivery and upload shall be sent via. Electronically delivered documents shall be submitted in the following file formats:

<u>Type of CDRL</u>	<u>Format</u>
Signal Processing Algorithms	MatLab Version 6.0
Word Processing, Spreadsheet, Database, Presentation	Microsoft Office 2000
Schedules	Microsoft Project 2000
Engineering Notebooks (ENB)	Microsoft Office and/or Adobe Acrobat (PDF)

NUWC DIVNPT may from time to time upgrade the listed software versions. The Contractor shall maintain compatibility throughout the life of the contract.

### SERVICES AND DUE DATES

ITEM	DESCRIPTION	HOURS + TRAVEL	Required Completion Date	Scheduled Funding Date
0001	<b>YEAR #1</b>			
0001AA	Sonar/Signal Processing Subsystem Analysis and Design	340 hours + 2 trips	2/28/05	Upon Contract Award
0001AB	Weapon Control Subsystem Analysis and Design	590 hours + 2 trips	5/27/05	1/21/05
0001AC	Sonar System Engineering Analysis	340 hours + 2 trips	7/29/05	3/18/05
0001AD	Specifications Development / Updates	260 hours + 0 trips	9/30/05	3/18/05
0001AE	Technical Interchange Meetings and Design Review Support	170 hours + 6 trips	Multiple	Upon Contract Award
0002	<b>YEAR #2</b>			
0002AA	Sonar/Signal Processing Subsystem Analysis and Design	340 hours + 2 trips	2/27/06	11/14/05
0002AB	Weapon Control Subsystem Analysis and Design	590 hours + 2 trips	5/26/06	1/20/06
0002AC	Sonar System Engineering Analysis	340 hours + 2 trips	7/31/06	3/17/06
0002AD	Specifications Development / Updates	260 hours + 0 trips	9/29/06	3/17/06
0002AE	Technical Interchange Meetings and Design Review Support	170 hours + 6 trips	Multiple	11/14/05
0003	<b>YEAR #3</b>			
0003AA	Sonar/Signal Processing Subsystem Analysis and Design	340 hours + 2 trips	2/27/07	11/17/06
0003AB	Weapon Control Subsystem Analysis and Design	590 hours + 2 trips	5/29/07	1/19/07
0003AC	Sonar System Engineering Analysis	340 hours + 2 trips	7/30/07	3/16/07
0003AD	Specifications Development / Updates	260 hours + 0 trips	9/28/07	3/16/07
0003AE	Technical Interchange Meetings and Design Review Support	170 hours + 6 trips	Multiple	11/17/06
0004	<b>YEAR #4 (OPTION)</b>			
0004AA	Sonar/Signal Processing Subsystem Analysis and Design	340 hours + 2 trips	2/27/08	11/16/07
0004AB	Weapon Control Subsystem Analysis and Design	590 hours + 2 trips	5/28/08	1/18/08
0004AC	Sonar System Engineering Analysis	340 hours + 2 trips	7/30/08	3/14/08
0004AD	Specifications Development / Updates	260 hours + 0 trips	9/30/08	3/14/08
0004AE	Technical Interchange Meetings and Design Review Support	170 hours + 6 trips	Multiple	11/16/07

## **STATEMENT OF WORK**

### **CBASS PHASE II BUILD 2 AND 3 ALGORITHMS AND S/W SPECIFICATIONS**

#### **1.0 BACKGROUND:**

On response to the emerging shallow water threat, Division Newport has been assigned lead responsibility for the development of the Common Broadband Advanced Sonar System (CBASS) Torpedo. The CBASS program is an upgrade to the MK48 Mod 6 torpedo. This upgrade shall be referred to as the MK48 Mod 7 or as the CBASS torpedo. The CBASS program is required to increase  $T_{eff}$  in shallow-water, countered scenarios while maintaining current ADCAP deepwater performance. CBASS will accomplish this by using frequency-agile algorithms capable of selecting and processing individual CBASS frequency bands, in addition to multi-channel and broadband operation. Changes are required to the existing signal processing and weapon controller algorithms to support these CBASS enhancements.

The CBASS Phase I program is still on-going with a planned Initial Operational Capability (IOC) of FY06. Phase I consists of an upgrade to the Mk48 ADCAP preamplifier, receiver, and Guidance and Control Box (GCB) to support the required broadband operation. Improvements for Phase I consist primarily of limited frequency agile operation, with the primary goal of establishing a software framework to more easily accommodate technology insertions for the CBASS Phase II program.

This Statement of Work (SOW) defines the Engineering work to be performed by the Contractor in support of the second and third builds (Builds 2 and 3) for the CBASS Phase II Algorithm Development effort. This SOW is a follow-on requirement to the CBASS Phase II Build 1 contract previously awarded to PGC. Upon successful completion of this new requirement, the CBASS Phase II Program will have achieved its Full Operational Capability (FOC) and will be finished.

#### **2.0 SCOPE:**

The contractor shall conduct system design engineering and analysis for the development of the CBASS Torpedo, provide problem solutions, and develop approaches required to deal with predicted future undersea warfare environments. Specifically, the contractor will provide engineering support for the development of CBASS Phase II Builds 2 and 3 Algorithm and Software specification efforts. The primary focus of this tasking will be to create a Hybrid / Common Mk48 and MK50/54 processing stream for CBASS Broadband and Multi-band operations to support Builds 2 and 3.

The primary focus of this tasking is:

Build 2:

- Implement the Low Doppler Classifier Algorithms developed under the APB BAA contract into the CBASS Build 1 baseline. This may include an Advanced Common Torpedo (ACOT) only version of the algorithms.

- Develop processing streams to incorporate Mk54 and Mk50 type waveforms / processing into the CBASS Phase II program. This work will be performed in step with the Torpedo Commuality Initiative.

#### Build 3:

- Develop Fully Coherent Processing streams to work with the waveforms integrated during Build 2.
- Develop Broadband Classification techniques consistent with the planned BB signal processing algorithms
- Develop new tracking capabilities
- Develop associated tactics / weapon control algorithms in support of the broadband upgrades.

### 3.0 **APPLICABLE DOCUMENTS:**

The following documents of the exact issue shown form a part of this Statement of Work. Reference to any of these documents elsewhere within the body of this SOW may be by their basic number only.

- 3.1 IEEE/EIA 12207 Information Technology Software Life Cycle Processes
- 3.2 MK 48 ADCAP/MODS Weapon Specification
- 3.3 MK 48 ADCAP/MODS Program Performance Specification (All CSCIs)
- 3.4 MK 48 ADCAP/MODS Program Interface Design Specification
- 3.5 Software Requirements Specification, CGA DP (7265973)
- 3.6 CTP Weapon Control Software Requirements Specification
- 3.7 CTP Signal Processing Software Requirements Specification

### 4.0 **REQUIREMENTS:**

#### 4.1 **Task A:**

The contractor shall provide technical analyses and studies for the following areas:

##### 4.1.1 **Sonar/Signal Processing Subsystem Analysis and Design:**

The contractor shall analyze the existing MK 50/54 and MK 48 ADCAP sonar processing design and implementation. The contractor shall perform an analysis and design trade study to introduce new sonar signal processing algorithms. The contractor shall address processing throughput, timing and interface requirements. The contractor shall analyze existing and new sonar data collected using torpedo acoustic systems to assess the robustness of algorithms previously developed when developing new sonar signal processing algorithms. The contractor shall consider real-world constraints so that algorithms may be implemented in a real-time autonomous system. Signal-processing designs shall be prototyped using the standard evaluation tools for the Torpedo Advanced Process Build (APB) (i.e., MatLab SP Emulator).



The contractor shall investigate the feasibility of implementing a channel/waveform based common signal processing stream for both LWT and HWT torpedo programs. The contractor shall perform analyses and design trade studies to determine optimal common routines. These studies shall include, but not be limited to, windowing, normalization, coherent vs. incoherent detection processing, angle estimation, spectral estimation techniques, and new/hybrid waveform designs.

The contractor shall ensure that all SP modifications are compatible with the existing ADCAP tactical logic.

The contractor shall create the Build 2 and 3 algorithms and specification changes upon the baseline established under the CBASS Phase I Build 0 and CBASS Phase II Build 1 development efforts.

#### 4.1.2 Weapon Control Subsystem Analysis and Design:

The contractor shall perform an analysis and design trade study for CBASS Torpedo Weapon Control. The contractor shall study MK 54 and MK 48 ADCAP implementations of the Tactics, Target and Tracking functions, and the applicability of original and innovative implementations. The contractor shall analyze software reusability. The contractor shall also study timing and interface requirements. The contractor shall determine how to maximize the use of existing ADCAP processing along with new compatible classifier algorithms so that the ensemble of algorithms yield an increase in torpedo performance. The contractor shall recommend potential tactical usage of algorithms developed for the CBASS sonar. The implementations may include Target Tracking changes to enhance the sonar changes.

The contractor shall investigate the feasibility of implementing a common, dual-band WC processing stream for both LWT and HWT torpedo programs. The contractor shall perform analyses and design trade studies to determine optimal common routines. These studies shall include, but not be limited to, gain control algorithms, multiple beam fusion, image construction and editing, single ping clue formation, single ping classifier, multiple ping clue formation, multiple ping classification, and combining of the classification results. Primary attention will be paid to methodologies for performing dual band operation, i.e., data merging and cluster ranking.

The contractor shall ensure that all WC modifications are compatible with the existing ADCAP tactical logic.

#### 4.1.3 Sonar System Engineering Analysis:

The contractor shall analyze the Torpedo Sonar System Designs. The contractor shall perform an analysis to identify current faults and identify solutions. The contractor shall ensure that solutions are compatible with new algorithms developed for this CBASS activity. The contractor shall use existing and new acoustic data to ensure that the designs are robust in shallow water, low Doppler scenarios and that performance is not adversely impacted in other scenarios.

#### 4.1.4 Specifications Development / Updates:

The contractor shall develop/maintain specifications for the various CSCIs associated with the torpedo software development activities. These documents will include but may not be limited to the following documents:

6300966-612	Digital Receiver Software Requirements Specification
7103254-612	Signal Processor Software Requirements Specification
7103248-612	Weapon Controller Software Requirements Specification
7103250-610	Common Torpedo Processor Interface Requirements Specification
7003071-610	Heavyweight Unique Card Set Interface Design Specification
7003161-612	CIC Software Requirements Specification
7003162-612	TWC Software Requirements Specification
7003160-612	AIC Software Requirements Specification

The contractor shall prepare document redlines to existing documents and prepare associated Software Trouble Reports (STRs). The contractor shall support the review and CRB approval of these STRs as required. The contractor shall prepare material in preparation for the CRB meetings, and will attend the actual CRB meetings when feasible to answer any questions from the CRB chairman. When unable to attend in person, the contractor must be available via telephone or STU phone during the scheduled CRB meeting time.

#### 4.1.5 Technical Interchange Meetings and Design Review Support:

The contractor shall participate in the periodic CBASS Technical Interchange Meetings (TIMs) in addition to the final CBASS Algorithm Design Review. The contractor shall prepare briefings and present status of ongoing efforts at these meetings. The contractor shall support the SPWG and WCWG meetings of the Torpedo APB Program. The contractor shall attend and present findings at these meetings as appropriate. These meetings will be held at least semi-annually. The contractor shall participate in any peer reviews and comparisons, of all signal processing algorithm solution submittals prior to the SPWG meeting.

#### 4.1.6 Deliverables and Schedules:

The contractor shall deliver the results and recommendations from the study and provide the evaluation results in accordance with CDRL A001 at the end of contract (EOC). The contractor shall provide reports in a manner that is compatible to support CBASS Software Builds 2 and 3.

##### 4.1.6.1 Electronic Delivery of Program Documentation

All CDRLs, and program documentation identified shall be delivered via email, via STU III, or via Express Mail. Notification of the delivery/upload shall be sent via. Electronically delivered documents shall be submitted in the following file formats:

<u>Type of CDRL</u>	<u>Format</u>
Signal Processing Algorithms	MatLab Version 6.0
Word Processing, Spreadsheet, Database, Presentation	Microsoft Office 2000
Schedules	Microsoft Project 2000
Engineering Notebooks (ENB)	Microsoft Office and/or Adobe Acrobat (PDF)

NUWC DIVNPT may from time to time upgrade the listed software versions. The Contractor shall maintain compatibility throughout the life of the contract.

#### 4.1.7 Security Guidelines

The Contractor is responsible for issuing the proper classification markings and maintaining security for all classified items, including documentation, hardware, firmware and software generated during the CBASS program. Security shall be maintained in accordance with the MK48 Advanced Capability (ADCAP) Torpedo Security Classification Guide, OPNAVINST S5513.5B Encl (139) Rev 5.

### 5.0 **GOVERNMENT FURNISHED INFORMATION/EQUIPMENT (GFI):**

#### 5.1 GFI:

- A) Test Procedures, Processor Group Assembly (37248192)
- B) Schematic, CTP Interface CCA (7265751)
- C) Test Procedure, CTP Interface CCA (37248202)
- D) Test Procedure, Control Group Assembly (37248202)
- E) Development Specification, CGA Data Processor (37248205)
- F) Schematic, CGA A5 (7265801)
- G) Test Procedure, CGA A5 (37248228)
- H) Software User's Manual (7265960)
- I) Firmware Support Manual (7265961)
- J) Software Product Specification, HAL (7265962)
- K) Software Product Specification, BIT (7265963)
- L) Software Product Specification, FDFL (7265963)
- M) Software Design Description, HAL (7265971)
- N) Software Design Description, BIT/FDFL (726572)
- O) Software Requirements Specification, CGA DP (7265973)
- P) Software Requirements Specification, CTP DP (7265974)
- Q) Software Requirements Specification, CTP SSP (7265975)
- R) Interface Requirements Specification (7265976)
- S) Interface Design Description, HAL (7265977)
- T) Interface Design Description, BIT/FDFL (7265978)
- U) Critical Item Performance Specification, PGA (7265982)
- V) Critical Item Performance Specification, CGA (7265983)
- W) BBN/Probe Manuals
- X) MK 50 Database Description Document (DBDD)
- Y) MK 50 DPAS Manuals
- Z) MK 50 Engineering Change Proposals (ECPS)
- AA) MK 50 Interface Design Specification (IDS)
- AB) MK 50 Program Design Specifications (PDS)
- AC) MK 50 Program Performance Specification (PPS)
- AD) MK 50 Program Trouble Reports (PTSs)
- AE) MK 50 Signal Processor Program Performance Specification
- AF) MK 50 System Trouble Reports (STRs)
- AG) MK 50 Tactical Software Upgrade Development Schedule
- AH) MK 50 Technical and Administrative Procedures (TAPs)
- AI) MK 50 Torpedo Run Data
- AJ) MK 50 Weapons Specification (WS)
- AK) NUWC DIVNPT Software Configuration Management Plan
- AL) NUWC DIVNPT Software Development Plan
- AM) NUWC DIVNPT CBASS MatLab Emulator for SP Stream

AN) NUWCDIVNPT CBASS MatLab Emulator Data Sets

Note: GFI will be delivered to the contractor throughout the execution of this Contract.

**THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY (NOT TO BE INCLUDED IN FINAL SOW):**

Period of Performance:

- Requirement: October 1, 2004 through September 30, 2007
- Optional year October 1 2007 through September 30, 2008

Place of Performance:

- The Majority of work will be performed at PGC, Minneapolis, Minnesota.
- The contractor is required to spend 1 week (5 consecutive days) / month at NUWCDIVNPT

Security Clearance:

- Secret required.
- Also need DD254 to complete this task – Contract will require COMSEC for use of STU-III located in Bldg 106. Existing MOA will suffice for this task.

## PERFORMANCE REQUIREMENTS SUMMARY TABLE

<b>Task Reference</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b><u>Quality Surveillance Plan</u> <u>Typical Monitoring Methods</u></b>
<b>4.1.1 – 4.1.3 Subsystem Analysis and Design and Sonar System Engineering Analysis</b>	<p>a) Analyses are accurate, timely, and include comprehensive proposed corrective actions.</p> <p>b) Draft documents, plans, and schedules are accurate and reflect all applicable regulations/standards and information in other program documents.</p>	<p>a) Number of review/comment/ approval cycles to meet Government acceptance, compliance with current DoD policy and/or industry standards, and timeliness.</p> <p>b) Number of review/comment/ approval cycles to meet Government acceptance, compliance with other program schedules and current DoD policy and/or industry standards, and timeliness.</p>	<p>a) Analyses require no more than two (2) review/comment/ approval cycles to meet acceptance. 90% follow the most recent version of DoD policy and/or industry standard and 90% completed by due date.</p> <p>b) Reviews require no more than three (3) review/comment/ approval cycles to meet acceptance. 90% comply with other current program schedules. 90% follow the most recent version of DoD policy and/or industry standard 90% completed by due date.</p>	<p>a) Government oversight of review/comment/ approval process, timeliness and review of methods and procedures.</p> <p>b) Government oversight of review/comment/ approval process and timeliness.</p>
<b>4.1.4 Specification Development and Updates</b>	Specifications and Software Trouble Reports (STRs), and changes are accurate, reflect commercial and DoD standard practices, and represent a cost effective and risk balanced approach.	Number of review/comment/ approval cycles to meet Government acceptance and timeliness.	Specifications and STRs require no more than two (2) review/comment/ approval cycles to meet acceptance. 90% completed by due date.	Government oversight of review/comment/ approval process and timeliness.
<b>4.1.5 Technical Interchange Meetings and Design Review Support</b>	Technical reviews are accurate, timely, and include comprehensive proposed corrective actions / system solutions.	Reviews follow current DoD policy and/or industry standards.	Reviews require no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% of proposed corrective actions and system solutions identify deficiencies in a clear and concise manner to allow for expeditious Government action. 90% completed by due date.	Government oversight of review/comment/ approval process, timeliness and review of methods and procedures.

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort. If additional guidance is needed contact the Contracting Officers Representative (COR) listed below.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <b>SECRET</b> b. LEVEL OF SAFEGUARDING REQUIRED <b>SECRET</b>			
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(x and complete as applicable)</i>				
a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD)		
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYMMDD)		
X	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	c. FINAL <i>(Complete item 5 in all cases)</i>		Date (YYMMDD)		
	N66604-4236-015C						
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under <u>N66604-03-C-0476</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.							
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i> a. NAME, ADDRESS, AND ZIP CODE PAUL GREENBLATT CONSULTING P.O. BOX 16073 MINNEAPOLIS, MN 55416 b. CAGE CODE 05YE9 c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE 1 FEDERAL DRIVE MINNEAPOLIS, MN 55111-4009							
<b>7. SUBCONTRACTOR</b> a. NAME, ADDRESS, AND ZIP CODE b. CAGE CODE c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>							
<b>8. ACTUAL PERFORMANCE</b> a. LOCATION PAUL GREENBLATT CONSULTING P.O. BOX 16073 MINNEAPOLIS, MN 55416 b. CAGE CODE 05YE9 c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DEFENSE SECURITY SERVICE 1 FEDERAL DRIVE MINNEAPOLIS, MN 55111-4009							
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> CONDUCT SYSTEM DESIGN ENGINEERING AND ANALYSIS FOR THE DEVELOPMENT OF THE CBASS TORPEDO, PROVIDE PROBLEM SOLUTIONS, AND DEVELOP APPROACHES REQUIRED TO PREDICT FUTURE UNDERSEA WARFARE ENVIRONMENTS AND SUPPORT DEVELOPMENT OF CBASS PHASE II BUILD 2 AND 3 ALGORITHM AND SOFTWARE.							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY			X
b. RESTRICTED DATA			X	b. RECEIVED CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION:			X	e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER <i>(Specify)</i>			X
k. OTHER <i>(Specify)</i>			X				

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

☐

Direct

☐

Through (Specify):

NONE AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
*In the case of non-DOD User Agencies, requests for disclosure shall be submitted to that agency.*

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)*

CLASSIFIED AND UNCLASSIFIED TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT SHALL BE ASSIGNED A DISTRIBUTION STATEMENT BEFORE DISCLOSURE/DISTRIBUTION. CONSULT THE APPROPRIATE CLASSIFICATION GUIDE OR THE COR (CONTRACTING OFFICER'S REPRESENTATIVE) FOR INFORMATION ON APPLYING THE CORRECT DISTRIBUTION STATEMENT. THE FOLLOWING SECURITY CLASSIFICATION GUIDES APPLY TO THIS CONTRACT AND WILL BE FORWARDED UPON REQUEST. DOCUMENTS SHALL BE RETURNED, DESTROYED, OR OTHERWISE DISPOSED OF IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5, SECTION 7, DATED JANUARY 1995 AFTER EXPIRATION OF PERIOD OF RETENTION. OPNAVINST S5513.5B, ENCL. (139) - MK48 ADCAP (MOD 5 AND BEYOND), MK50, AND/OR MK54 TORPEDOES.

PERSONNEL ACCESSING CLASSIFIED INFORMATION IN THE PERFORMANCE OF THIS CONTRACT NEED ONLY POSSESS A SECURITY CLEARANCE AT THE LEVEL OF CLASSIFICATION NECESSARY TO ACCOMPLISH THE TASK. THE HIGHEST LEVEL OF CLASSIFICATION FOR THIS CONTRACT IS SECRET.

BLOCK 13 CONTINUED ON NEXT PAGE.

ESTIMATED COMPLETION DATE

30 SEPTEMBER 2008

COGNIZANT COR/PROGRAM MANAGER, NAME, CODE, TEL. NO.

CHRISTOPHER BOGIE, CODE 8191, (401) 832-5026

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements.*

YES

X

NO

*Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)*

YES

X

NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

STEPHANIE D. MCNEIL

b. TITLE

Contracting Officer

c. TELEPHONE (Include Area Code)

401-832-5535

d. ADDRESS (Include Zip Code)

Naval Undersea Warfare Center Division, Newport  
Code 553, B-80  
1176 Howell St., Newport, RI 02841

e. SIGNATURE



**17. REQUIRED DISTRIBUTION**

X

a. CONTRACTOR

b. SUBCONTRACTOR

X

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

X

e. ADMINISTRATIVE CONTRACTING OFFICER

X

f. OTHERS AS NECESSARY

BLOCK 13 (CONTINUED)

FOR OFFICIAL USE ONLY (FOUO) INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE PLACED IN AN OUT-OF-SIGHT LOCATION IF THE WORK AREA IS ACCESSIBLE TO PERSONS WHO DO NOT HAVE A NEED FOR THE INFORMATION DURING WORKING HOURS. DURING NONWORKING HOURS, THE INFORMATION SHALL BE STORED TO PRECLUDE UNAUTHORIZED ACCESS. FILING FOUO WITH UNCLASSIFIED RECORDS IN UNLOCKED FILES OR DESKS IS ADEQUATE WHEN INTERNAL BUILDING SECURITY IS PROVIDED DURING NONWORKING HOURS. WHEN SUCH INTERNAL SECURITY CONTROL IS NOT EXERCISED, LOCKED BUILDINGS OR ROOMS WILL PROVIDE ADEQUATE AFTER-HOURS PROTECTION OR THE MATERIAL CAN BE STORED IN LOCKED RECEPTACLES SUCH AS FILE CABINETS, DESKS, OR BOOKCASES. DESTRUCTION WILL BE BY THE SAME MEANS AS CLASSIFIED INFORMATION (I.E., SHREDDING, BURNING, ETC.).

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT SHALL BE MARKED AS FOLLOWS IN ACCORDANCE WITH OPNAVNOTE 5510 DATED 16 OCT 1995:

DERIVED FROM: (CITE THE SECURITY CLASSIFICATION GUIDE OR SOURCE DOCUMENT)

DECLASSIFY ON: (STATE THE DATE OR EVENT (WHICH MUST BE LESS THAN 10 YEARS FROM THE ORIGINATION DATE OF THE DOCUMENT) FOR DECLASSIFICATION OR STATE THE 10-YEAR AUTOMATIC DECLASSIFICATION EXEMPTION CATEGORY (-IES)).

ACCESS TO COMSEC AUTHORIZED ONLY AT THE NAVAL UNDERSEA WARFARE CENTER DIVISION, NEWPORT, RI 02841-1708.



JA4 CONTRACT ADMINISTRATION MASTER PLAN (CAMP)

Naval Undersea Warfare Center Division, Newport  
Contract Administration Master Plan No. 99-1

Subj: CONTRACT ADMINISTRATION MASTER PLAN (CAMP) FOR CONTRACTOR SUPPORT  
OR CONTRACTOR ENGINEERING AND TECHNICAL SERVICES

1. This Master Plan covers services that the Procuring Contracting Officer(PCO) determines shall be obtained on a Cost Plus Fixed Fee, Labor Hour, or Time and Material basis which are contracted for with a performance oriented statement of work (SOW). For those actions not covered under this Master Plan, a separate Contract Administration Plan (CAP) will be generated by the PCO. The contract specifications will cover performance of technically complex work which will involve intensive quality assurance surveillance and cost and performance monitoring by technical or engineering specialists within NUWCDIVNPT Technical and Business Departments. Performance of some of the contract administration functions solely by the Defense Contract Management Command (DCMC) is not practical. Therefore, the contract administration functions will be delegated to a Contracting Officer's Representative (COR) to assist the PCO in administration of the subject class of contracts and any orders issued under the contract.
2. Contracting Officer's Representative (COR) duties are detailed in Attachment 1. Only those individuals who have received COR training and possess the requisite technical skills and experience to effectively monitor the subject services will be appointed CORs under this plan. The Commercial Acquisition Department, Code 59, has the responsibility to ensure that personnel appointed as CORs to perform duties in connection with contracts subject to this plan have the necessary qualifications to satisfactorily perform required duties, and are properly monitored to determine they are performing assigned duties. If at any time Code 59 determines assigned duties are not being performed in a satisfactory manner, Code 59 shall take immediate action to advise the respective Department Head so that corrective action (including replacement of personnel, if required) may be taken.
3. A copy of each delegation and rescission of delegation made pursuant to paragraphs 1 and 2 of this plan shall be made a part of the contract files. The Contract must indicate the specific COR responsible for administering services under the particular contract.
4. The PCO shall screen procurement requests for the subject services to determine if they are the type that fall under the provisions of this Master Plan.

### COR RESPONSIBILITIES

The COR acts as the representative for the Contracting Officer by performing the following duties:

- a. Monitors contractor performance.
- b. Accomplishes on-site surveillance at NUWCDIVNPT or contractor facility.
- c. Ensures that services remain non-personal in nature.
- d. Ensures that the Contractor performs within the scope of the SOW set forth in the contract or order.
- e. Monitors the use of Government furnished material, property and equipment.
- f. Inspects and accepts or rejects contract services/deliverables and certifies invoices.
- g. Establishes and maintains a standard COR file on assigned contracts/orders. Any documentation available and accessible electronically need not be maintained in paper format.
- h. Notifies the Contracting Officer of any problems in the above areas, and of any anticipated overrun of the estimated or ceiling price of the contract or order.
- i. Provides input to the DON Contractor Performance Assessment System (CPARS).
- j. Reviews all procurement requests to be placed against this contract to ensure that they present a clear description of work to be accomplished and data to be delivered. Reviews or assists the procurement originator in preparing the independent Government estimate of resources (i.e., types and amount of labor, material, travel, etc.) required to perform the work described.